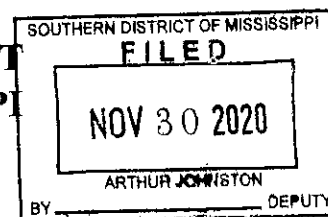


**BEFORE THE FEDERAL DISTRICT COURT
OF THE UNITED STATES OF MISSISSSIPPI**



PENNYMAC LOAN SERVICES, et al.,)
MARK MOFFETT, et al., THE UNITED)
STATES, et al., U.S. DEPARTMENT OF)
AGRICULTURE, et al., THE FEDERAL)
RESERVE, et al., U.S. DEPARTMENT OF)
JUSTICE, et al., THE FEDERAL RESERVE)
BOARD, et al., ALLY FINANCIAL, INC., et)
al., THE UNITED STATES POSTAL)
SERVICE, et al., , ALCOVA MORTGAGE,)
LLC, THE ADMINISTRATIVE OFFICE OF)
THE UNITED STATES COURTS, et al.,)
KEITH STARRETT, et al., NICOLE B.)
METRAL, et al., H. NO, et al., STEVEN C.)
COOKSTON, et al., J. McELROY, et al, H.)
POWERS, et al., N.B. METRAL, et al., E.)
CARTER, et al., K. HUDGES, et al.,)
CHERYL S. CHANG, et al., BLANK ROME,)
et al., PENNYMAC, NA, et al., (All of the)
Cases in Conspiracy Doc. of the Court that)
Ruled Against the Arbitrators, add names of)
Judges, et al.), DOE's 1-80,000, et al., PLAZA)
HOME MORTGAGE, et al.)

Petitioners,)

v.)

Respondents.)

CA NO. 2:19-CV-00193-KS

**CHALLENGE TO COURTS
JURISDICTION;
COUNTERCLAIM/SUIT; CLAIM OF
RACKETEERING; CONSPIRACY, ;
UNJUST ENRICHMENT,
CHALLENGE TO STATUTE; THE
FEDERAL ARBITRATION ACT
exclusively CLAUSE; MOTION TO
DISMISS OPPOSITION COMPLAINT
FOR FAILURE TO STATE A F.A.A,
COGNIZABLE CLAIM, RELIANCE
ON SUPREME COURT
PRECEDENTS; MOTION TO COUPLE
ARITRATION; TRIAL BY COMMON
LAW JURY 7TH AMENDMENT
DEMAND; FRAUD PON THE
AMERICAN PEOPLE, AND THE
JUDICIAL BRANCH OF
GOVERNMENT; GATEKEEPING
CLAIM AND NO CONSENT TO A
MAGISTRATE**

I. AN AFFIDAVIT: "STATEMENT OF CLAIM(S)"

1. The fact's shall be presented via "Proof of Claims," as we the above mentioned Petitioner's, do hereby come in our natural capacities with our rights inalienable as they stand secure via the American Constitutional Bill of Rights which are believed to have been violated by the Respondents.

2. The Respondent's presume that they are justified in their actions, which amount to what we believe to be an on-going conspiracy to deprive us of our rights, and the Arbitration Association of its sovereign immunity as cognizable via the Sovereign Immunity Doctrine. As each of the Arbitrators served in a "judicial act" capacity are believed protected and under universal doctrine. Several of our groups have been defrauded, not based upon personal belief, but based on admission of guilt, via the Member Bank of the Federal Reserve, and their Plea of Guilt as to the on-going fraudulent practices.

3. PennyMac National Bank Association, and their loan servicing Division, in conjunction with their securitization trustee, is believed to have assented to the terms and conditions of the following incorporated contractual agreement, via their duty to respond and provide the necessary proof of claims along with various documents (located in counterclaim section). PennyMac, via what is believe to be unconstitutional conduct, have made a claim that they were somehow owed payment in exchange for a purported loan (Kahapea, Johnson purported unpaid mortgage),

we contend that no “lawful money was lent, only digital “Bookkeeping Credit entry”, “vapor money” (a term fashioned by the Federal Judges), the Petitioners shall prove via Congressional Record, Presidential Proclamation and Jerome Powell, the Chairman of the Board of Governors for the Federal Reserve, very own testimony that this digital currency has no lawful value, and possibly violated “the consideration” required under contract law – *See*, Restatement of Contract, Restatement (Second/Third) of Contract and Uniform Commercial Code (hereinafter “U.C.C.”).

4. PennyMac having brought forth a claim against the aforementioned Petitioners respecting an alleged fraudulent Arbitration, appears to have agreed to the waiver of any rights to complain, and to be bound via the tort claim of the agreement, we therefore and thereby introduce these Agreements, their Proof of Services, the Notices associated into the body of this Complaint by reference.

5. We choose and elect to exercise our inalienable right to a common-law Trial by Jury as secured via the 7th Amendment of the American Constitution. **We do not consent to the waiver of any rights nor do we consent to a magistrate at any phase.**

II. JURISDICTION & JURISDICTIONAL CHALLENGES

6. The subject of opposing parties’ Complaint is Arbitration and a misguided claim that ‘an Arbitrator’ must be “retired Judged or an attorney”, as the

F.A.A., prohibits such an exception, §5. The Supreme Court has firmly held in *Archer* (2019), that the Courts are prohibited from engrafting “exceptions”, note:

‘When a contract delegates arbitrability questions to an arbitrator, some federal courts (have in an on-going conspiracy), none the less with short-circuit the process and decided the arbitrability questions themselves ...’

7. The Supreme Court stated, “the Act does not contain a Declaratory, Injunctive, or whole groundless exception, as such it is consistent with the Federal Arbitration Act’, they concluded that ‘the Act does not contain such “exceptions”, and that they were not at liberty to rewrite the statute passed by Congress and signed by the President’. 586 U.S. _____, (2019)

8. The Court further held “when the Parties contract delegate the arbitrability questions to an arbitrator, the Courts (all of them), must respect the parties’ decision as embodied in the contract. We vacate the contrary Judgment of the Court of Appeals. *Id.*

9. As stated by the United Court, matters of Arbitration are, if previously agreed and embodied in the contract, must be left to the Arbitrator to decide.

a. PennyMac, and each of the Respondents “agreed to the performance agreement [they] was given . . . as noted above, the Plaintiff failed to fulfill his [their] responsibilities under the performance agreement, [as] the contract is a performance contract in which the plaintiff [Respondents] acknowledges and agrees . . . the Court [Arbitrator] assumes that contract law would apply to this document.” *See, Charles et al.*, 215 U.S. Dist. Lexis 1 (*Charles, et al. v. Board, et al.*).

- b. PennyMac acknowledges and willingly admits to receiving the several notices, thus eliminating the concealment element of fraud. *See*, F.R.C.P 9(b)
- c. PennyMac acknowledges prior relationships (see, Page 12, paragraph 25; Page 17, paragraph 38), noted the general principles:

“The pre-existing Duty Rule” – is triggered when the promises undertakes to do something in addition to what he [they/she] is [are] already obligated to do under his [their/her] pre-existing Duty. *Great Plains Equip., et al. v. NW Pipeline, et al.*, 132 Idaho 754, 769-70, 979 P.2d 627 (1999).
- d. It is said that UCC §§ 2-207 thru 2-210, governs provision added by a party unilaterally as well as provisions that alter pre-existing contracts based on mutual assent. So the contracts’ validity is protected the same as “the Rights Against the United States and other Parties arising out of a contract are protected by the 5th Amendment of the United States Constitution”. *US et al.*, 118 US 235, 238, 258 US 51, 65.

10. PennyMac, having admitted that it altered the terms of original contract, which was founded on the General Principle of Value and Consideration in the original instance the consideration was a loan (see: ¶¶ 27 and 38 of 1st Amended Complaint). Both Johnson and Kahapea discovered that PennyMac and others conspired to conceal the matrix respecting the formation of a loan.

- a. Jerome Powell in a 60 minutes video interview, as Chairman of the Federal Reserve, admitted to a National audience that the Federal Reserve and their member banks “print and create money digitally” out of thin air. This practice is unconstitutional which lead to the acceptance of these new terms per the new demand for payment for one of these digital currency backed loans in violation of the “Equal Power for every dollar” principle. *Butter*

v. Thomson, 1877, at least this is as every statement herein is based upon our belief and provided by historical records.

- b. PennyMac admits to receiving “conditional acceptance for value and counteroffer” from Johnson and Kahapea. (§§ 28 and 39, pgs. 12 and 17) thus satisfying the Notification requirement. These facts and admitted evidential proof would validate knowledge of prior Agreement, change of terms of Agreement, and the failure of PennyMac to timely opt-out.

11. Contracts are property under law (See: 5th Amendment), which evokes secured constitutional jurisdiction, erg the 7th Amendment Secured Right a Common –Law trial by Jury. The controversy aspect is solidified by PennyMac at pg 31-32, ¶ 93(c).

12. It is believed by all parties that the subject matter is the F.A.A. and the supportive and not excluded provisions of the 1st, 5th, 7th, 9th, and 10th Secured Rights Amended to the American Constitution.

III. COUNTER-CLAIM/SUIT, REBUTTAL RESPONSE

13. A legitimate Arbitration Association is governed by the F.A.A., and the parties via contract §§ 1-16, 201-216, 301-316.

- a. “Validity of Arbitration”, Doctrine:

“To qualify as a valid Arbitration under the F.A.A., the Arbitration must consider the evidence and arguments from each party – advanced,” 524 F.3d 1235, 1239 (11th Cir. 2008)

14. It appears by the facts and record that an Arbitration Association is not prohibited from:

- a. Marketing itself;
- b. From charging a fee;
- c. From providing a *de novo* hearing;
- d. Proof of Service;
- e. From utilizing U.S. Mails;
- f. From organizing Independent contractors;
- g. Providing awards in amount agreed by parties;
- h. From being represented by members of group;
- i. From challenging the jurisdiction of the Court;
- j. From the “Judicial Immunity Doctrine”; and,
- k. From a common law Judicial branch trial by Jury;

15. PennyMac and the Respondents challenges the contract as a whole and not specifically the Arbitration clause, which by law it is said to be the sole jurisdiction of the Arbitrator. *See, Rent-A-Center v. Jackson*, 130 S. Ct. 2772, 2779 (2010). The Court held that “the only part of the Agreement that a Court may consider”, is the Arbitration clause. *Buckeye Check Cashing, Inc., v. Cardegna*, 546 US 440-446 (2006). PennyMac and its alleged co-conspirators appear to be exceeding the limits mapped out for them in law in violation of the Secured Rights of Petitioners to Due Process of law.

16. Mark Moffett, although a party petitioner, was not more than a sub-contractor. He was prohibited by Agreement from acting as a spokesperson or employee of the Sitcomm Arbitration Association. Mark Moffett in that instance, of which he volunteered to testify, did so in his personal capacity and not protected via Agreement with specificity. However, we note that it would appear that the Federal Arbitration Act does not require an Arbitrator to be “...either a retired judge

or an attorney” as alleged by PennyMac, and it is believed that the Respondents are confusing 9 USC §§ 201-216 and state Arbitration Acts.

- a. It would appear that if a contract contains an Arbitration clause and involves commerce that such would be the sole jurisdiction of the F.A.A., unless the parties agree by contract otherwise. *See*, 9 USC §§ 1, 2, and 5.

17. The Respondents challenge that no hearing takes place respecting Arbitrations, yet they themselves admit:

“The Kahapea Notice . . . states that if a response is not received . . . the Arbitrator will . . . may proceed to review the supporting documentation electronically . . .”

- a. First we note Respondents appear to admit – to receiving notice, and although having an opportunity to participate “finding that the Plaintiff agreed to [arbitrate] mediate by failing to properly notify of their lack of acceptance ... finding that the language indicating **Change in Terms** was offered ... which was accepted by conduct ... compelling Arbitration where Plaintiff received Arbitration Agreement ... and manifest assent by performance.” *Tickanen v. Harris, Ltd.*, 461 F. Supp 2nd 863, 867, 868 (E. Wis. 2006); 713 US 304, 309, 713 US 304, 309, 793 NE 2d 886-892, No. 03-CIV-08823 (CSH), 2006 WP 69 2002;
- b. It is believed that it is well settled that “... there is not defense offered to the confirmation of an Arbitration award ... an opposing party cannot challenge an Arbitration award decided after proper hearing and noticed”. *Dean*, 470 US 213, 220 (1985) stating, “Congress intended the Courts to enforce [a]rbitration Agreements into which parties have entered.”

18. The Respondents agreed through their inaction respecting Arbitration notice, note the estoppel clause of Agreement and the Notice of how Arbitrator shall

proceed although a party after receiving Notice chose not to appear (electronically) through their communication, as each Notice of hearing has physical address and e-mail address as required by due process. A “hearing required by due process is subject to waiver”, 339 US at 314, 335 US 337, 339, 340. It is not fixed in form does not affect the root requirement that an individual be given an opportunity for a hearing, and ... can choose for himself whether to appear. *Id.*, 401 US 378-379.

- a. Note: “Again Plaintiff did not respond to the ... Notice”. (Pgs 14 and 18, ¶¶ 30, 41), confirming awareness of hearing. It is undisputed that Respondents received proper Notice and elected not to respond.
- b. It is believed that if PennyMac had any issue with the Notice, the contract, the Arbitration clause, the Request for Dispute Resolution, or the Notice of fault ... Notice of Default ... or venue or electronic forum for hearing. The proper process is to ‘raise objection’, prior to hearing which they admit they did not.
 - i. It appears that the Respondent, PennyMac, is committing perjury or fraud upon the Court, in that they falsely claim, “Sitcomm sends false ... Notices of Arbitration ... that do not contain the actual location of Arbitration, or the claims sought to be arbitrated”
 - ii. However, a copy of all documents, the claim of Default (which they admit to the prior receipt (see ¶ 28), and that the arguments they present are time-barred due to refusal to respond and or appear § 10 of FAA (see ¶ 93(c) which firmly documents their duty to timely respond).

19. Although the theme is reported “without proper notice or an opportunity for any party to be heard”, the Respondents as officers of the Court (yes,

PennyMac is an instrumentality of the United States, and is considered b their Corporate Registration as an officer of the Court), is believed to be aware of *de novo* hearings. The Respondents were notified of the issue of default as to the “Conditional Acceptance Performance Contract”, and the Notice of Arbitration hearing, as well as certificate of service documents the CD containing completed record and file, which is we believe most certainly not vague.

- a. Each Arbitration notice is by policy to include a copy of all relevant documentation, and to conserve cost. Items re scanned and placed on compact disk (CD), placed into a plastic container (protection) and mailed in Priority envelope. The Respondents fails to note this fact, it would appear.
- b. Note: The notice documents this practice when it notifies all parties, i.e., “...please note that any and all responses must be served upon all parties and you must maintain a record of proof of service.”

20. It would appear that the Respondents have no claim, as they seemed to have waived any and “ALL RIGHTS” as a direct result of default. The Arbitrator appears to have found that based upon the evidence and records received by the parties in each Arbitration, that there was a valid issue of Default, and that a dispute existed and the contract granted exclusive authority to resolve.

21. “Tactic Acquiescence”, is with reference to “conduct, action, inaction, forbearance, performance. See, Performance Contract for reference. There seems or appears to be an inference ‘that one acquiesces if they do not perform or fail to

perform an act', this is not what it appears the contracts suggest and the Arbitrators relied upon.

- a. The Arbitrator would appear and determine 'if there was a prior relationship'? The Respondents confirmed the Arbitrators conclusion.
- b. 'Was there a duty to respond'? The Arbitrator has determined that based on the claims of debt and the Fair Debt Collection Practices Act (hereinafter "FDCPA"), that there was a duty to respond, (see footnote 3, pg. 5 of Complaint).
- c. That there was a contract, that contained an expiration date, opt-out clause, arbitration and commerce clause, that the contract was doable, valid, enforceable, binding and irrevocable. The Arbitrator agreed with these qualifiers and it appears relied on these FAA standards, and the law of contracts (Restatement of Contract, Restatement of Contracts (Second/Third) in reaching the 'Judicial Act', qualified conclusions.

22. The Respondents appear to confuse Arbitration with litigation for they claim that:

"Final awards consists of variations of a standard form that fails to reference any specific details of the case ... (pg.3, ¶ 3).

- a. The Respondents then attempts to list the details they claim were deficient (see. Pg. 14-15, 32 ¶¶ 32, 44).
 - i. "Arbitrators need not explain their rational for an award". 948 F.2d 117, 121 (2nd Cir. 1991).
- b. It is believed that the Respondents waived their right to complain, by receiving notices and deliberately ignoring said notifications:

"that a party opposing enforcement must show it was not given "Notice" reasonably calculated to inform it of the proceedings and on opportunity to be heard ... The Court found that the claimant with an opportunity [be heard] participate in the

Arbitration in a meaningful manner and Respondents simply choose not to participate in the Arbitration proceedings.” *Tiangsu* 399 F.Supp. 2d 165, 1968 (E.D.N.Y. 2008), *Tianjin Port Free* at 4, 5.

23. The presumption that Sitcomm instructs parties is disproven by the fact that Sitcomm is chosen by Agreement of the parties, the same as JAM, AAA, and FORUM! It would appears that the F.A.A. instructions parties to petition for confirmation (§ 9) and that the Respondents object to this exercising of a right, it would appears (§4).

24. We seem to be confused as to where an Application to Confirm Arbitral award, let's note what the F.A.A. at §9 says:

“If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award pursuant to the Arbitration, and shall specify the Court ...”

a. Therefore, it is the party petitioning and the contract that determines what court is address, it would appear.

25. Although “Eeon” founded “SITCOMM Arbitration Association”, the YouTube channel he operates is not a SITCOMM venture, not sanctioned by Sitcomm, to assume that the “Disclaimer”, is not lawful, or that an independent contractor as in this instance, an employee is t would appear to be intentionally bread to slander and damage the reputation of the Petitioners.

26. The Registered Agent of 2019, for SITCOMM been changed. Innovated Holdings, Inc. of Wyoming is not affiliated with the Nevada Corp. by the same name as presumed, the same as bankruptcy filings, are not provided by the

Bankruptcy Court, as this is a violation of their policy. The Respondents produced this non-relevant prejudicial reference to somehow claim that the filing of Bankruptcy is somehow illegal (see: 11 USC, Pres. Pro. 2039, and March 9, 1993 Act), and not available to citizens of Mississippi.

27. Footnote 3, of Complaint documents the denial of right to access the process and the conspiracy of the judicial officers associated with the matter of *Brown and Ally*. The record appears to document the court granting a Motion to Vacate in violation of § 12 of the F.A.A... It would appear that these officials have specifically targeted SAA. Moffett, Brown, and Eon by issuing blanket rulings against these parties, and their rights to due process. We incorporate these records by reference, and the interested parties unlawfully ruled against.

28. It appears by the claims of the Respondent, that he parties do not have the right to determine the dollar amount of contracts (commerce clause §§ 1,2), and that they may not include language ‘granting the Arbitrator to issue an award to the non-defaulting party to not less than two (2) times the valued amount of the contract? We would have to disagree with this claim and every single and inclusive claim of Respondents as a matter of right.

29. The Respondents appear to claim that only “retired judges” and/or “attorneys” can charge a fee for Arbitration. (See: pg. 6, ¶11), this is contrary to law

9 U.S.C. and the Agreement by parties when requesting services via “SAALimited.com”.

30. The Respondents appear to document the proper jurisdiction, to wit:

“Venue is Proper in this judicial district pursuant to 9 USC § ...”

- a. The Court accepted Jurisdiction and then proceeds to “engraft exceptions”, into the Act.
- b. The Supreme Court in *Archer* rejected the notion that “... the Act should be interpreted to mean that a court must always resolve questions of arbitrability as already been addressed and rejected by this Court.” See: *e.g., First Options of Chicago, Inc. v. Kaplan*, 514 US 938, 944.

“This Court may not engraft its own exceptions into the statutory text ...” is a violation of F.R.C.P. § 81.

31. It would appear that the Respondents claim in part to be financial institutions – Why, PennyMac heralds itself a “National Mortgage Lender”, helping “them purchase, refinance ... and or acts as a servicer of Mortgage Loan, we thank them for opening and leaving the door open, as we Note:

- a. It is believed that PennyMac and other member banks of the Federal Reserve are perpetrating a fraud upon the American people, in an on-going conspiracy and in violation of plea agreement of 2014.
- b. As noted, “Jerome Powell”, the Chairmen of the United States Federal Reserve, has proved the validity of “vapor theory”, or digital currency when he stated in his 2020 60 minute interview that they Federal Reserve and their member banks – “create and print money digitally”.

The unconstitutional Act would appears is predicated on the premises that "the constitution created rights and not secured right inalienable to "the Common Community."

It would further appear that October 6, 2017 Act, somehow permitted the suspension of the constitution and inalienable rights, and that on March 6, 1933, via Presidential Proclamation 2039 he could as President exercise that Power to create and declare "A Banking Holiday, and – here is a key point to note: "that during said period ALL banking transactions shall be suspended." That during "such holiday ... no such banking institution or branch shall pay out ... in any manner or by any device whatsoever ... or ...payout deposit, make loans ... transfer credits ... or transact any other banking business whatsoever."

It is believed that "in any manner or by any device ..." would include digital, mental, or oral and that "the term "banking institution shall include ALL Federal Reserve banks, National banking [institutions] associations, bank terms companies, saving banks . . . loan associations engaged in the business of making loans ..."

- c. The Congress in emergency session ordered by President on March 3, 1933 Act than the June 5, 6 Act of that same year.

You shall provide proof of claim for the following and provide a point for point rebuttal to this Affidavit in the form a Complaint and Agreement between the parties to be construed as a plea offer.

It is agreed that you provide the following proof of claim and that your failure to provide proof of claim, and to accept payment for credit on account shall constitute a breach of the agreement and subject to fines, penalties, fees, taxes and other assessments.

110.02.00153.1 PROOF OF CLAIM- That the legal status of these "un/non-constitutional legislative entities" operating/functioning as sources of authority for these so-called "Revised Codes/Statutes"; and specifically the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039,,2040 AND Titles 4, 7, 11, 12, 15,

16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not that of a corporation/quasi corporation; which, is also created by statute. [See: 73 C.J.S., Public Administrative Law and Procedures, § 10, p. 372, citing: *Parker v. Unemployment Compensation Commission*, 214 S.W. 2d 529, 358 Mo. 365, which States: "The powers granted to an administrative body may be such as to establish it as a legal entity, and, although not expressly declared to be a corporation, it may be considered a public quasi corporation."; *Texas & Pacific Railway v. InterState Commerce Commission*, 162 U.S. 197 (1895), which States: "The InterState Commerce Commission is a body corporate, with legal capacity to be a party plaintiff or defendant in the Federal courts."; 2 Am.Jur.2d, Administrative Law, § 32, p.56, which States: "Some administrative agencies are corporate bodies with legal capacity to sue and be sued."]

V. SHOW OF CAUSE PROOF OF CLAIM DEMAND

110.02.00154 PROOF OF CLAIM- That the Legislative Reference Bureau, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative "agency" with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly, and to prepare for "adoption" by the General Assembly, "Codes" by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the United States Code, is not operating/functioning as a "un/non-constitutional legislative entity"; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an "administrative law agency" administering the corporate affairs and public of that which created it by statute.

110.02.00155 PROOF OF CLAIM- That these alleged statute(s)/law(s) of this "un/non-constitutional legislative entity"; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate "administrative law agency" are not by nature akin private "by-laws" of a "corporation" for the administration of its internal Government and public; and, are binding and of force or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto; and therewith, living, breathing, flesh-and-blood man, i.e. a natural person/man; and, as such, are not ultimately governed by, through, and

within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.

110.02.09156 PROOF OF CLAIM- That the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the FEDERAL RESERVE SYSTEM, THE UNITED STATES TREASURY, one created by Congressional Act in 1913, the other by Executive Branch and are "un/non-constitutional Congressional/Administrative entities" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, that they may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these "un/non-constitutional legislative entities"; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s), to include but not be limited to presidential proclamation 2039, and or the act of March 9, 1933 which they create/generate is not a "un/non-constitutional" issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties which, once silent judicial notice of said contract is taken by the Holder in due Course any affidavits in support thereof; and specifically within the above referenced alleged Loan/Debt/Security Instrument, unless said presumption of a contract is rebutted?

- a. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything

"Federal Reserve notes are not redeemable and receive no backing by anything This has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the

public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

An official website of the United States Government

An official website of the United States Government

U.S. DEPARTMENT OF THE TREASURY

<https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx>

the Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.

110.02.00157 PROOF OF CLAIM- That the original lender did not lend "bookkeeping entry credit" in the form of a loan, and failed to provide such notification in clear, unambiguous, conspicuous language/terminology that any reasonable man or woman would understand? **'intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan" . *Deutsche Bank v. Peabody*, 866 N.Y.S.2d 91 (2008). EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC 51601 and the Fair Debt Collections Practices Act 15 USC §1692**

110.02.00158 PROOF OF CLAIM- That the banking Holiday proclaimed by Pres. Roosevelt under proclamation 2039 prohibiting any banking business during the course of such emergency to include but not be limited to deposits, credits, receipts, withdrawals within and

between banking institutions has been suspended, declared over, abolished, repealed?

110.02.00159 PROOF OF CLAIM- That the government loan represented by this account is not backed by the full faith and credit of the United States government?

110.02.00160 PROOF OF CLAIM- That the government loan represented by this account is not secured by mortgage insurance, and/or other surety/securities, and that the holder in due course is the beneficiary of that mortgage insurance, and/or other surety/securities? That the mortgage insurance and/or other surety and/or securities is in place should the borrower/debtor defaults?

110.02.00161 PROOF OF CLAIM- That the Loan associated with the debt is classified as a personal loan and not a home and/or money loan? And that if it were to be classified as a home and or money loan the original lender would be responsible for capital gains taxes, and for documenting such as an asset on its ledgers under GAAP principles? That the Home/extended loan is purchased not from a bank but a Private home Owner/private party?

110.02.00162 PROOF OF CLAIM- That the property securing the loan (an unsecured loan), has been fully paid as a result of the treasury program and/or other government program respecting or associated with such loans (PROGRAMS LIKE THE SINGLE-FAMILY HOME LOAN GUARANTEE PROGRAM)? And that it is unlawful within the United States for any creditor to demand payment of a debt during the course of this NATIONAL BANKING EMERGENCY HOLIDAY SEASON?

110.02.00163 PROOF OF CLAIM- That issuing the loan in the form of "BOOKKEEPING ENTRY CREDIT" was deceptive, intentional, and a deliberate attempt to conceal pertinent information regarding the origination of the loan and the matrix associated thereto?

110.02.00164 PROOF OF CLAIM- That tax credits and/or a charge off whereby the government has issued credits respecting the associated loan/debt has not been applied to the borrower's side of the ledger indicating the adjustment in actual balance?

110.02.00165 PROOF OF CLAIM- That the Uniform Nonjudicial Foreclosure Act, The Uniform Home Foreclosure Procedure Act, the Administrative Procedures Act, do not recognize arbitration as an alternative dispute resolution remedy?

110.02.00166 PROOF OF CLAIM- That the associated loan has not been satisfied as outlined in the Uniform Satisfaction of Mortgage Act?

110.02.00167 PROOF OF CLAIM- That the borrower is entitled to a full and complete accounting, as you and/or your associated organizations are the keepers of record, the custodians of record, and or to supply a full and complete accounting of the record upon demand? Please note that demand is hereby made for a complete comprehensive accounting of this account and you agree as part of your compliance with this self-executing binding contractual agreement to furnish, and the same deadline for furnishing a response to this presentment is the deadline for furnishing the accounting as/is demanded, your failure to provide and/or furnish as agreed will constitute your stipulated acceptance of the agreement in its entirety and a waiver of any and all rights associated with any aspect of this agreement perpetually!

110.02.00168 PROOF OF CLAIM- That your organization nor the original lender ever intended on lending lawful money as required in law, regulated by Congress and prescribed by the Constitution of the United States of America? And that we did not directly and/or indirectly intentionally consent to formulating an agreement with you whereby we would accept a loan under any other circumstances!

110.02.00169 PROOF OF CLAIM- That there is no lawful statute and/or Constitution delegation of authority authorizing your institution in creating "BOOKKEEPING ENTRY CREDIT", as a form of acceptable currency within the United States? As the presidential proclamation and the act of March 9, 1933, along with the 470+ statutes associated thereby have been found by the United States Congress to be unconstitutional!

110.02.00170 PROOF OF CLAIM- That all property in the United States is owned by the state by virtue of government?

110.02.00171 PROOF OF CLAIM- That the following statement and/or record of Congress remains extant?

"Mr. Speaker, we are here • 14, in chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any Bankrupt entity in world history, U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise."

[Rep. James Traficant, Jr. (Ohio) addressing the House, Congressional Record, March 17, 1993, Vol. 33, page H-13031

110.02.00172 PROOF OF CLAIM- That as a banking Institution the Borrower may utilize Bookkeeping Entry Credit as a form of acceptable currency as it was the initiating currency of issuance-

Now, **Therefore I, Franklin D. Roosevelt, President of the United States of America, in view of such national emergency and by virtue of the authority vested in me by said Act ...** do hereby proclaim, order, direct and declare that ... there shall be maintained and observed by all banking institutions and **all branches thereof located in the United States of America**, including the territories and insular possessions, **a bank holiday, and that during said period all banking transactions shall be suspended. During such holiday ...** no such banking institution or branch shall ... permit the withdrawal or transfer in any manner or by any device whatsoever, of any ... currency ... nor shall any such banking institution or branch pay out deposits, make loans or discounts ... transfer credits ... or transact any other banking business whatsoever.

During such holiday, the Secretary of the Treasury, with the approval of the President and under such regulations as he may prescribe, is authorized and **empowered** (a) to permit any or all of such banking institutions to perform any or all of the usual banking functions, (b) to direct, require or permit the issuance of clearing house certificates or other evidences of claims against assets of banking institutions, and (c) to authorize and direct the

creation in such banking institutions of special trust accounts for the receipt of new deposits which shall be subject to withdrawal on demand without any restriction or limitation and shall be kept separately in cash or on deposit in Federal Reserve Banks or **invested in obligations of the United States.**

As used in this order the term "banking institutions" shall include all ... **persons, engaged in... transacting any other form of banking business?**

(- Proclamation 2039—**Declaring Bank Holiday** March 9, 1933; Public Papers and Addresses of Franklin D. Roosevelt declared Law By the General Assembly US Congress March 9, 1933 and the Act associated by the same name.)

110.02.00173 PROOF OF CLAIM- That the loan and the Associated Debt is an Obligations of the UNITED STATES as defined in statute- **"The ownership of all property is NOT in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere user;**

September 14, 1976." The Senate Special Committee had found that President Roosevelt's 1933 proclamation of a national emergency were still extant. See: SENATE SPECIAL COMMITTEE ON NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, FINAL REPORT: NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, S. Rept. No. 94-922, 94' Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1255; 50 U.S.C. 1601 et seq.

110.02.00174 PROOF OF CLAIM- That **"The ownership of all property is NOT in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere user; and THAT use must be in accordance with law and subordinate to the necessities of the state," Senate Document No. 43, 73rd Congress, 1st Session?**

110.02.00175 PROOF OF CLAIM- That **"Under the new law the money is issued to the banks in return for government obligations...**

The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. **THAT IT represents a mortgage on all the homes, and ... all the people of the nation.**" Congressional Record, March 9, 1933 on HR 1491 p. 83?

110.02.00176 PROOF OF CLAIM- That it has been "Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to **require payment in** gold or a particular kind of coin **or currency**, or in an amount in money of the United States measured thereby, **is declared to be against public policy**, and no such provision shall be contained in or made with respect to an obligation hereafter incurred. **Every obligation** heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, **shall be discharged** upon payment, dollar for dollar, **in any such coin or currency, which at the time of payment is legal tender** for public or private debts . . ." The GOLD Abrogation Act of June .5"), 1933

110.02.00177 PROOF OF CLAIM- That "Since March 9, 1933, the United States has been in a state of declared **NATIONAL EMERGENCY**." "These proclamations give force to 470 provisions of federal law. These hundreds of **statutes** delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. **This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process.**" Senate Report 93-549, July 24, 1973

110.02.00178 PROOF OF CLAIM- That the following is the current understanding:

[Mr. McPhadin] "... The first section of the bill as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."

(Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and not for Federal Reserve notes; and the security back of it is

the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."

[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and not Federal Reserve notes. Is that true?"

[Stiggle] "Insofar as the provisions of this section are concerned, yes."

"[Mr. Britain) From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the mount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"

[McPhadin] "Yes, I think that is correct, "???"

the Congressional Record during the debate over the Emergency Banking Act of 1933.

110.02.00179 PROOF OF CLAIM- That the amendment of § 5(b) provided that the Act can only be invoked "(d)uring the time of war." The elimination of the exclusion made clear that any and all emergency powers that might have previously been available pursuant to a national emergency declared under § 5(b) Congress did not formally terminate the one declared by President Roosevelt (apparently believing that only the President could do so). And so, 50 U.S.C. App. 5(b); 12 U.S.C. 95a. In amending TWEA, Congress did provide for the continuation of the emergency and of any economic sanctions that were the result of a Presidential declaration of national emergency that were in effect on July 1, 1977, subject to automatic termination unless they were renewed annually. This provision allowed the continuation of the National Bankruptcy and the National Banking Holiday, as well as the sanctions on regimes like Cuba, North Korea, China, and North Vietnam to continue without the President having to declare a new national emergency under IEEPA. See 50 U.S.C.A. App. 5, note?

110.02.00180 PROOF OF CLAIM- That Each of the aforementioned **Defendants/Respondent's** have not participated in one fashion, form or another in causing damage, injury to the plaintiff's and have violated public policy respecting demanding payment for debts. All of the claims are proved by the accounting records comprehensive in nature

and internal policies and forms maintained by the custodian of records for each of the aforementioned **Defendants/Respondent's**.

110.02.00181 PROOF OF CLAIM- That the information, documentation, proof of the conduct of the **Defendants/Respondent's** is also included in the records gathered by the Atty. Gen.'s for the several different states accumulated during their investigation from 2012 the 2016. As well as the guilty pleas by the **Defendants/Respondent's**, attesting to the accuracy of the information contained herein, of how they violated public policy, interstate commerce, and the power of the Congress to regulate the equal power/value for every dollar.

110.02.00182 PROOF OF CLAIM- That Having deliberately, willfully, knowingly, and intentionally ignored the administrative procedures act and other laws, failed to follow the administrative process, each of the **Defendants/Respondent's** are in default as having failed to respond to the numerous requests made with respects their obligation to the contracts?

110.02.00183 PROOF OF CLAIM- That Each of these agencies/organizations/institutions are licensed to practice and/or perform business in the jurisdiction of the United States of America, and as such are bound by the Common-Law and the rules of Common-Law as defined in the Constitution of the United States of America and article/Amendment 7 of that act.

110.02.00184 PROOF OF CLAIM- That Each of these agencies/organization/institutions are required to maintain at all times mortgage/liability insurance in the course of business with respects to conventional loans.

110.02.00185 PROOF OF CLAIM- That Each one of these agencies organizations and or institutions have committed constructive fraud against the plaintiffs, the public interests, and the United States of America; in that they have purportedly lent monies to the American people, to the public, and did so at interest, lending Bookkeeping Entry Credit without having the constitutional authority and/or ability to do so.

110.02.00188 PROOF OF CLAIM- That in the aforementioned case at common law, the Defendant appeared and answered that the Plaintiff created the money and credit upon its own books by bookkeeping entry as the consideration for the Note and Mortgages and alleged failure of the consideration for the Mortgage Deed and alleged that the Sheriffs sales passed no title to plaintiff, is a decision rendered as a matter of law i.e. common law, which applies to each state universally of the United States as dictated by the NORTHWEST ORDINANCE?

110.02.00189 PROOF OF CLAIM- That the aforementioned case was had at Common-Law which is proved by the seventh article of the United States of America Constitution, that the case was not had in an administrative court but by a Judicial officer appointed by the Supreme Court of that state at Common-Law, which makes that decision binding on this court, and in conjunction with the rules of Common-Law?

110.02.00190 PROOF OF CLAIM- That the **Defendants/Respondent's** in this matter, are engaged in the exact same practice as testified under oath by the financial expert witness, that Congress cannot delegate its authority nor can the treasury with respects to currency and/or monies of the United States, delegate any authority similar to the aforementioned to any private organization and/or institution, as there is no constitutional provision for doing so?

110.02.00192 PROOF OF CLAIM- That Although, other contracts entered into were in other jurisdictions, the law provides that the choice of venue for filing a claim rests with the recorder (the person bringing suit). We made it clear that: "I/We hereby object forever, to any altering, changing, and or redirecting of this matter from its original intent. Again this is a Common-Law matter to be had at Common-Law, under the rules of Common-Law, with its challenges to the unconstitutionality of the statutory schemes of Congress, the unconstitutional acts of the United States Congress, and we do hereby incorporate all of the points, references, materials, and or memorandum of law from the original filing into this amended common-lawsuit by reference." And the court along with the clerk's associated with the court at San Francisco and at San Jose California, and at the ninth circuit Court of Appeals each conspired to deny rights secured, thereby intentionally, and knowingly breaching their obligation and duties associated with their oath of office, constituting bad behavior, a chargeable offense? Keeping in mind that the denial of due process by

a government official is a criminal act, as the government is prohibited from denying any citizen due process, as due process of law is a guaranteed right in every jurisdiction!

110.02.00193 PROOF OF CLAIM- That the Judges of the federal courts are appointed under ARTICLE 3 of the United States of America Constitution, we have/had the right to be before duly appointed Judges, of the Judicial Branch of Government, and WE WAIVE ANY RIGHT TO BE BEFORE A NON-ARTICLE 3 magistrate/judge.

110.02.00194 PROOF OF CLAIM- That the Federal District Courts of the United States authorized under article 3 of the Constitution to have jurisdiction over controversies associated with the seventh amendment of the Constitution of the United States of America, must receive authority not from Congress, but from the United States Supreme Court, the court of original jurisdiction?

110.02.00195 PROOF OF CLAIM- That We hereby invoke our rights under the seventh amendment of the United States Constitution of America to Common-Law jurisdiction, under the rules of Common-Law, and to a trial by Jury! To interfere with the rights to proceed at Common-Law would be a restraint on liberty and a subjecting one to servitude in violation of the principles of the 13th article to/for the United States Constitution of America of which we do not consent, and as a result of this binding self-executing contract coupled with interests all of the parties hereby agree to the aforementioned standing, and give their full acknowledgment of the non-consent to servitude voluntary or involuntary!

110.02.00196 PROOF OF CLAIM- That the Republic state of California is a Common-Law jurisdiction, the Constitution recognizing Common-Law, the Supreme Court has made it clear that a party must be made aware that a matter is pending and can choose for him or herself whether to appear, to acquiesce, to consent, or to forfeit. - "Due process requires, at a minimum, that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation ... That the hearing required by due process is subject to waiver, and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest ..." (401 US 378- 379) *Randone v. Appellate Department*, 1971, 5 C3d 536,

550. All parties through this presentment are hereby notified, served notice, in conjunction with the prior notice is received associated with the instant matters!

110.02.00197 PROOF OF CLAIM- That the courts have held and it is common knowledge that as was stated: "In the latter case [*Mullane v. Central Hanover Trust Co.*, 339 U.S. 306] we said that the right to be heard 'has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest.' 339 U.S. at 314" *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 339, 340; and all parties are in agreement that failure to respond with specificity to each point of government or proof of claim, complete with facts and conclusions of common-law amounts to an informed decision, a choice not to appear, to default, to acquiesce to the terms and conditions associated with this self-executing binding consensual contractual agreement coupled with interests, with no option to contest!

110.02.00198 PROOF OF CLAIM- That Each of the **Defendants/Respondent's** having received copies of the several notices that are associated with this matter, sent to them through the United States Postal Service, delivery confirmation. Each of the **Defendants/Respondents** have failed to respond to the communications, which was documentation disputing the claims of the **Defendants/Respondent's** respecting the properties associated with this matter, each of the **Defendants/Respondent's** are in default with respects to the aforementioned understanding by the United States Supreme Court. And as a direct result of that default, they are granted an opportunity at settlement and responding to this communication, and accepting this agreement as written in its entirety!

110.02.00199 PROOF OF CLAIM- That **they** the **Defendants/Respondent's** had a responsibility and/or a duty to respond, and because each of their claims were contested, disputed, they were estopped from moving further with any debt collection proceedings, and have ignored procedure.

110.02.00200 PROOF OF CLAIM- That We a total and complete estoppel order, enjoining the **Defendants/Respondent's** from proceeding any further with any debt collection and or foreclosure proceedings, and/or debt collection proceedings, and are overseeing

and/or acting as beneficiary and/or trustee for any associated trust is hereby terminated and the parties agreed that all trust associated with the accounts of the claimants, are terminated with respects to any authorization and/or authority and or oversight by the respondents for their failure to follow the administrative procedures act, and breach of fiduciary duty of care.

110.02.00201 PROOF OF CLAIM- That the McDade Amendment, and the Supreme Court in *Reynolds v. the United States*, decided January 23, 2012 makes it clear that these administrative organizations must follow their administrative procedures and the administrative procedures act, and their failure to do so makes their actions nullities, and makes them liable for damages such as those that are claimed herein?

110.02.00202 PROOF OF CLAIM- That At present the following **Defendants/Respondent's** without leave of the court, and or leave of the United States Department of Agriculture, Administrative Housing Department, Federal Housing Administration, under the Administrative National Housing Act of 1933, are in breach of contract and breach of fiduciary duty of care. The **Defendants/Respondents** Deutsche Bank Trust Co America, 60 Wall St, New York, NY 10005, Loan # 6301 1 1; Caliber Home Loans, Inc., 1525 S Belt Line Rd, Coppell, TX 75019, Loan # 3014184323; LSI Title Company, 1400 Cherrington Pkwy; Coraopolis, Pennsylvania 15108-4356; Trustee Corp. 17100 Gillette Ave., Irvine, CA 92614; RUSHMORE LOAN MANAGEMENT SERVICES, LLC., 15480 Laguna Canyon Road, Irvine, CA 92618, Loan # 3014034841; Roosevelt Management Company, 1540 Broadway, Suite 1500, New York, NY 10036, Loan # 3014034841, and the other aforementioned lenders- each receive the challenge to their claim, each receive a notice to cease and desist until they could provide a comprehensive and complete set of financing documenting every single transaction with the account as prescribed by RESPA, THE FAIR DEBT COLLECTIONS PRACTICES ACT, THE FAIR CREDIT REPORTING ACT, THE NON-JUDICIAL FORECLOSURE ACT, THE ADMINISTRATIVE PROCEDURES ACT, SIMPLE CONTRACT clause, Due Process and Equal Protection of Law, and the rules of Common-Law, as the accounts are in dispute. Not a single one of the **Defendants/Respondents** have complied with the law, have a valid claim, have carried out their fiduciary duties as

prescribed by the contract/trust, or in breach of the agreement, and for their failures are indebted to the plaintiff's for greater than \$20 million USD. Each of the Defendants/Respondents have refused to respond, have failed to respond, have chosen not to respond, knowingly, intentionally, deliberately, understanding the consequences for their actions and doing so, which means it was not done in ignorance!

110.02.00203 PROOF OF CLAIM- That Each of the aforementioned **Defendants/Respondents** have participated in one fashion, form or another in causing damage, injury to the plaintiff's and have violated public policy respecting demanding payment for debts. All of the claims are proved by the accounting records comprehensive in nature and internal policies and forms maintained by the custodian of records for each of the aforementioned **Defendants/Respondent's**. In addition to the GAAP standards and their ledgers associated with the accounts of the complainants prove that the ledger is balanced, that there is no deficit, that the debited side of the ledger has been zeroed out to match the credit side of the ledger!

110.02.00204 PROOF OF CLAIM- That 'the (the **Defendants/Respondent's**, collectively and severally) created the money and credit upon its own books by bookkeeping entry as the consideration for the Note and Mortgage', this is a culture in the United States amongst organizations, corporations and or agencies, with little or no concern for the impact that it has on the People. For Congress has admitted on the record, clearly documenting that they (the United States Congress and other state and local government legislatures) have acted without delegation of authority, extending and conferring their power to the executive branch or any other branch of government; stripping away rights retained and reserved to the People, and that makes their actions unconstitutional and all of the acts, federal laws, and subsequent statutes unconstitutional and void of effect, and all of the associated parties to this agreement, agreed to the aforementioned and all of the other points raised herein without exception!

110.02.00205 PROOF OF CLAIM- That the March 9, 1933 Act Otherwise Known As the EMERGENCY BANKING ECONOMIC RELIEF ACT, was enacted by Congress stating that there was a financial emergency. Initially the financial emergency or banking holiday proposed by the president at the time (see: Presidential Proclamation's 2038, 2039, and 2040), was only to last four days,

however, Congress intention was that emergency suspended normal banking activities is still ongoing with no end in sight for the foreseeable future. And was to completely erode constitutional restraints and limitations and grant to the executive branch the ability of ruling this country without normal constitutional process!

110.02.00206 PROOF OF CLAIM- That the aforementioned proof of claim ending in .00205 conduct referenced is a violation of the constitutional rights of the People with respects their remedy to earn a living, support themselves, to obtain housing, to obtain the necessities of life, to own and possess property, to be at liberty and to pursue happiness, all violations of the constitution.

110.02.00207 PROOF OF CLAIM- That Constitutional provisions and powers to regulate currency was the extent of the LIMITED congressional power. There is no provision in the Constitution which permits Congress to delegate its authority to regulate the currency to any organization including private organizations such as the **Defendants/Respondent's**, the Federal Reserve, and the federal reserve banks, and or the United States Department of the Treasury!

110.02.00208 PROOF OF CLAIM- That, the financial institutions and the banks to include the Federal Reserve Bank has invented this unconstitutional policy, this practice of creating bookkeeping entries which they equate to as money. They are creating money by way of bookkeeping entries in violation of the Constitution and the delegation of authority specified in the Constitution making this practice unconstitutional and illegal. They have never had the jurisdiction for engaging in such a practice and they continue this Practice against the interest of the Public and The People of the United States of America, and all the parties agree unanimously to this conclusion of law.

110.02.00209 PROOF OF CLAIM- That March 9, 1933 act and the practices that have come about as a result of this act are unconstitutional. That Congress has at no time been given the authority to delegate their power and or conferred their authority to any other branch of government or any private corporation!

110.02.00210 PROOF OF CLAIM- That the FEDERAL EMERGENCY ECONOMIC RELIEF ACT, otherwise known as the May 12, 1933 Act a sister act for the emergency banking economic

relief act of March 9, 1933; word to aid in providing for the necessities of the people during the so-called current emergency, and have not done that which it was intended!

110.02.00211 PROOF OF CLAIM- That the March 9, 1933 act permitted the government to provide for the necessities for all of the People who were affected by the emergency. Necessities include food, water, shelter, clothing and other substances, and yet the government agencies that were created to help facilitate this have now turned rabid on its masters, the "People", and have forced them into insolvency, with full knowledge that one cannot produce a debt while in bankruptcy, and that the bankruptcy recorded by Congress of the United States also extends to the people of the United States!

110.02.00212 PROOF OF CLAIM- That, as noted above this policy and/or law and/or federal act only provided for limited amounts, despite the fact that the emergency was only said to be temporary has now continued for more than 85 years, this equates to 85 years of cruel and unusual punishment and suffrage!

110.02.00213 PROOF OF CLAIM- That Government in being given the ability of regulating the People and the laws of the nation must provide a remedy for the People when they affect their rights, and/or their properties, that is not the case at present.

110.02.00214 PROOF OF CLAIM- That the government did not provide for and or take into consideration inflation in the cost-of-living. As noted since the government declared itself to be insolvent, they did this to protect the interest of the nation. In so doing the government must follow through on that responsibility, to protect the interests of the nation which must coincide with the interests of the People.

110.02.00215 PROOF OF CLAIM- That the People of the nation make up the common community which are under the protection of government. The People have received little in the way of protection when it comes to the necessities of life, and money, which means government and those who are employed thereby have failed the People.

110.02.00216 PROOF OF CLAIM- That This federal act says that the government is to provide money for the People- "the Administrator is

authorized to make grants to the several States to aid in meeting the costs of furnishing relief and work relief and in relieving the hardship and suffering caused by unemployment in the form of money", yet the meager amount of federal reserve notes provided is not enough to maintain the standard of living presumed by the enactment of this provision of statutory law, which means that full consideration has not been realized negating the value of the original contract, rendering it void of affect. As there must be value and consideration in all contracts, as demonstrated in this self-executing binding contract coupled with interests.

110.02.00217 PROOF OF CLAIM- That the government does not provide money to the People, as we must remember they themselves have documented the fact that legal tender in the form of Federal Reserve notes have no value, which means that it provides no relief, which means that they have not fulfilled their obligations under the contract which places them in direct breach of the binding contractual agreement with the People.

110.02.00218 PROOF OF CLAIM- That the government does not provide any other constitutionally sanctioned form of currency to the People to utilize in order for them to care for their necessities and in relieving the hardship and suffering caused by unemployment in the form of money, service, materials, and/or commodities to provide the necessities of life to persons in need as a result of the present emergency, and/or to their dependents, whether resident, transient, or homeless, for which they are required and were responsible.

110.02.00219 PROOF OF CLAIM- That the administrators who purportedly represent the government has failed to provide relief and/or remedy to the People, they have stated what the remedy would be, but it failed to provide the remedy, and/or blocked access to remedy, and thus failing to do so can be challenged in their failure and the act itself can also be challenged for its lack of effectiveness and as unconstitutional.

110.02.00220 PROOF OF CLAIM- That Mortgage Insurance each mortgage and/or conventional loan must be supported by or accompanied with mortgage insurance in order to receive the government guarantee as specified in law. If mortgage insurance is indeed available, that means that the financial institutions have failed

to avail themselves of a remedy specified in the deed of trust and the agreement with the borrower. This constitutes a breach of agreement, and it documents that the financial institutions specifically are aiming and looking to rid the borrower of their property i.e. their home in order to make profit and/or gain which is called unjust enrichment, which is illegal! And all the parties here in and agreed to the aforementioned statement of facts! Any disagreement by any other outside party must be supported by facts, documentation, and conclusions of common law! And all the parties agreed that any outside party cannot enter into and or be party to this agreement and/or express an opinion respecting this agreement, as this agreement is binding only on the parties addressed herein and to no other!

110.02.00221 PROOF OF CLAIM- That Each of the loan numbers and mortgages associated with this particular presentment had/has/have mortgage insurance!

110.02.00222 PROOF OF CLAIM- That the mortgage insurance is in effect a provision "to protect the lender should the borrower default", once the beneficiary or the lender notifies the borrower that they are in default, whether in a Judicial or non-Judicial state, they are by obligation of the agreement and federal provisions of law to apply for the insurance which is there "to protect the lender should the borrower default", as they must do what's in the best interest of the trust, and the law of the trust which is the borrower's intention. It can never be said that the borrower intended to have mortgage insurance on a property and still allow themselves to be stripped of their property without application of such insurance, such a notion is ludicrous, as we are all in agreement of this fact.

110.02.00223 PROOF OF CLAIM- That the lender is under obligation to apply for this insurance to protect the interests of the borrower, which is why the borrower, not the lender, pays the premium. All contracts carry with them value and consideration (see: simple contract), the borrower maintains the mortgage insurance premium, the benefit is that the insurance satisfies the balance claimed by the lender/beneficiary, and the borrower remains in possession of the property.

110.02.00224 PROOF OF CLAIM- That In each of the aforementioned instances the lender/beneficiaries have violated the agreement, and the intentions of the grantor and have elected to seek foreclosure prior to

seeking claim on the insurance securing the contract, rendering the contract void as a direct result of the breach and unenforceable with respects to the beneficiary and the trustee's position.

110.02.00225 PROOF OF CLAIM- That A mortgage is supported by a note, a deed of trust is supported by insurance, a deed of trust is a security instrument which by law must be insured. Federal law requires every government guarantee note/loan or sponsored agreement to have insurance as it carries the full faith and credit of the United States government as a result of that federal guarantee.

110.02.00226 PROOF OF CLAIM- That Because each Housing and Urban Development- HUD-associated loan and/or mortgage carries a government guarantee in one fashion or the other, making it a "GOVERNMENT OBLIGATIONS" which is dischargeable through the United States treasury as prescribed in law, the beneficiary/trustee has as an operation of law, another avenue by which to secure payment and only seek this Avenue after evicting the borrower from the property, reselling the property, recouping its value, and committing fraud upon the United States government by making a false application for insurance and not reporting the gains!

110.02.00227 PROOF OF CLAIM- That the financial institutions, the lenders, the beneficiaries are applying for the mortgage insurance after the foreclosure, and because they choose to apply for this insurance after the foreclosure and not prior to the foreclosure they are in violation of the agreement.

110.02.00228 PROOF OF CLAIM- That Mortgage insurance is in place "to protect the lender should the borrower default", once the lender notifies the borrower that they are in default, the lender itself has notice, which starts the statue limitations for the lender to apply for the "default" insurance, and because the lender/beneficiary elects not to apply for the insurance, the lender/beneficiary (by and through their representatives) waives any and all rights to collect on the debt as a result thereof.

110.02.00229 PROOF OF CLAIM- That the lender makes an executive decision to delay applying for the insurance, and once they do receive compensation on any level respecting the insurance and the application thereto and or thereof, they are obligated to credit the

borrower's account equal to the amount of credits and/or compensation they receive respecting that account even if done years later.

110.02.00230 PROOF OF CLAIM- That the record keeping is for the account and not the borrower, and because this is an issue about an account any credits received as a result of a charge-off, a write-off, or any payments associated with the account must be adjusted per the rules of accounting.

110.02.00231 PROOF OF CLAIM- That We challenge the practice of failing to make such adjustments and the courts lack of diligence in redressing and not requiring these financial institutions who claim that a debt is owed, to prove their claim. To provide financial records documenting the comprehensive accounting which they as custodians of record must keep. We challenged the so-called presumption of law standard as a violation of the rights to every citizen in America, the Constitution, and due process, only to be ignored and denied the right to petition for redress. We challenge the placing of non-verified, non-validated information on the record by these financial institutions, i.e. statements of accounting, in receiving them as if they are factual evidence, somehow claiming a statement of accounting needs to be rebutted is preposterous, when it is not evidence of anything, it is not certified, it is not signed, it is just a piece of paper with numbers on it, and complete violation of rules of common law evidence. A lie need not be rebutted, and the courts are supposed to rely on fact and conclusions of law and not theory. Presumption of law relies on theory and or assumptions and/or lies, is unconstitutional, it is not delegated under any authority to the courts or to any other administrative venue, and we challenge such application continuously and do so on behalf of the United States, the people of the United States of America, and in the interest thereof.

110.02.00232 PROOF OF CLAIM- That Non-Tax Payer Suit and Challenge to the taxes charge the people is (¹ not a cognizable one in the state of California and that neither of the parties here are cognizant of this right.

110.02.00233 PROOF OF CLAIM- That We also challenge the fact that the courts engage in "commercial, business" activities and by doing so abandon any claim to sovereign capacity, and lacked the jurisdiction, the standing, and the capacity to hear matters of a Judicial nature, i.e.

depriving people of the right to redress, their right to remedy- making such practice unconstitutional.

110.02.00234 PROOF OF CLAIM- That Presumption of Law which violates the principles of law and the principles of due process and equal protection, is not based on any solid or sound principle of law, it is a manipulation and exaggeration of the Maxim "An Unrebutted Affidavit Stands As True", presumptions have no place in law, and is unconstitutional in that the provisions of the presumption is not supported by fact, but on practice that has been put into effect without any legal foundation, for the courts are to operate based on facts and conclusions of the law of the land and not presumptions and non-conclusions of the law of the land.

110.02.00235 PROOF OF CLAIM- That the use of presumption in law in suits is unconstitutional because the Jury is impaneled not to hear theories but to hear facts, to hear law and come to a conclusion and or determination based on the facts and or law presented to them during a trial for which they have been duly impaneled.

110.02.00236 PROOF OF CLAIM- That Presumption the law presumes that a Jury does not have the right to be reminded of their duty respecting Jury nullification, however, the very same presumption says that a Jury can be reminded of their duty, their oath, their obligation a judge or a quote unquote prosecutor. This is a violation of the equal protection of law act/clause, and if one party does not get to do something than the other party under equal protection of law does not have the right to do the very same practice and/or thing the opposite or opposing party is restricted or prohibited from doing!

110.02.00237 PROOF OF CLAIM- That If the Jury gets to be reminded of their duty, they can be reminded of the fact that no one may be tried or convicted in the United States of America of any crime unless they have received due process of law. This due process was never to be proportional, because failure of the process on the part of government is a denial of the government to the People of their right to be protected by government, even if it is an accused party.

110.02.00238 PROOF OF CLAIM- That Government is in place to aid in redressing the issues of each party the accused and the accuser, the government cannot aid wrong doer which equates to the fact that the

government and/or its representatives and/or its purported representatives cannot aid in wrongdoing. To deny a party the right to due process be it the Jury, be it the accused, be it the accuser amounts to a failure of government and a violation of their duty of care and the Constitution for which they have pledged a duty to uphold in all of its aspects.

110.02.00239 PROOF OF CLAIM- That we bring forth our challenge against the government and its agencies charging fees on top of the fees collected as a result of taxes.

110.02.00240 PROOF OF CLAIM- That for instance, government agencies charge fees for individuals accessing a service provided by the government and/or its agencies and/or its organizations. This fee is included in the annual budget for that particular agency, organization, department, entity. That since we are in the current economic national emergency holiday, the government cannot charge the People fees as all normal banking activities have been suspended, which makes the imposition of fees by government to be unconstitutional as the People do not have a remedy for tender in payment for such fees, at least a remedy does not been made clearly available to the People.

110.02.00241 PROOF OF CLAIM- That In contacting The Administrative Office of the United States Courts, we have been informed that that office is responsible for administering the budget for the courts of the United States. These courts include in their budgets all of the fees and services associated with their prescribed duties, giving every citizen of America the right to challenge the court requesting additional fees be paid for the very same services that have already been accounted for. We know that the court and the administrative agencies do not appreciate challenges and/or claims such as those that are contained within this presentment and will do everything in their power to present valid challenges to the aforementioned. We forever say and state that we have a right to present this information to a Jury and have them make a legal determination based on the facts, as they are duly qualified to do so in that "ignorance of the law is no excuse", they are impaneled with the understanding that they know what the law is and can make an informed decision based on the facts presented. However, since our access to a common law jury has been denied us we along with all the other parties to this agreement, accept this binding self-

executing contractual agreement coupled what interests unanimously, along with all of its provisions as made applicable to the party.

110.02.00242 PROOF OF CLAIM- That It is a violation of the fundamental principle of double jeopardy to be charged the same fee twice for the same services being offered by the government. This affects the public interests, affects public policy, and when it is involving government it has an in-direct effect on the administration of the services provided by government.

110.02.00243 PROOF OF CLAIM- That Government is put in place to represent the interest of the People, the People of whom the presenters are members of that national community, cannot suffer harm as a result of the government carrying out its duties and responsibilities, as this would be contrary to the nature of government.

110.02.00244 PROOF OF CLAIM- That This is a violation of the Declaration of Independence, a violation of the Northwest Ordinance, of due process, of equal protection of law, and of basic fundamental principles of decency, which makes it unconstitutional and illegal to operate as such.

110.02.00245 PROOF OF CLAIM- That In fact, it is a violation of law for these government agencies to charge an additional fee without specifying specifically what that additional charge is for, and that they had not yet been received.

110.02.00246 PROOF OF CLAIM- That It is also a violation of law for these governmental agencies to be exempt from fees when they are registered as private corporations. Corporations asked for equal right and the Supreme Court has recognized the rights of corporations to have constitutional rights. With that being the case, corporations engaged in commercial business activities, corporations that are privately held and privately owned as well as privately traded cannot represent government, as in the United States of America the United States government cannot be privately owned, cannot be private. So, the respondents hear and agree to return any and all fees, and or waiver of payment of fees while operating in a corporate capacity, conducting commercial business to the people via tax rebates nationwide for an amount at 10 times the amount that was waived, and to reimburse the total amount that should have been paid in the first instance!

110.02.00247 PROOF OF CLAIM- That the fees charged by these agencies in addition to the taxes received for the services rendered, amounts to double taxation which is a violation of the principles set out in the foundational blueprint for the Constitution of the United States of America:

110.02.00248 PROOF OF CLAIM- That "Art. 4. The said territory, and the States which may be formed therein, shall forever remain a part of this Confederacy of the United States of America, subject to the Articles of Confederation, and to such alterations therein as shall be constitutionally made; and to all the acts and ordinances of the United States in Congress assembled, conformable thereto. The inhabitants and settlers in the said territory shall be subject to pay a part of the federal debts contracted or to be contracted, and a proportional part of the expenses of government, to be apportioned on them by Congress according to the same common rule and measure by which apportionments thereof shall be made on the other States; and the taxes for paying their proportion shall be laid and levied by the authority and direction of the legislatures of the district or districts, or new States, as in the original States, within the time agreed upon by the United States in Congress assembled.

110.02.00249 PROOF OF CLAIM- That the legislatures of those districts or new States, shall never interfere with the primary disposal of the soil by the United States in Congress assembled, nor with any regulations Congress may find necessary for securing the title in such soil to the bona fide purchasers. No tax shall be imposed on lands the property of the United States; and, in no case, (if the ownership of all property is in the state by virtue of government how can the government assess tax when they were/are/have been prohibited from doing so?), shall nonresident proprietors be taxed higher than residents. The navigable waters leading into the Mississippi and St. Lawrence, and the carrying places between the same, shall be common highways and forever free, as well to the inhabitants of the said territory as to the citizens of the United States, and those of any other States that may be admitted into the confederacy, without any tax, impost, or duty therefor."

110.02.00250 PROOF OF CLAIM- That As can be seen the imposition of taxes cannot be arbitrary, and the assessing a fee for that which is already compensated for or accounted for through taxation amounts to

double taxation, which makes it unconstitutional by principal and by law.

110.02.00251 PROOF OF CLAIM- That the issue of the county recorder's refusing to file on the record documents carrying the full faith and seal of the United States government, is a dereliction of duty, a violation of the rights of the citizens of the state, is reprehensible, reproachful, unlawful and as well as unconstitutional.

110.02.00252 PROOF OF CLAIM- That By law no County recording facility whether court, registrar or repository may refuse to record, file, document official records carrying the full faith and credit and/or seal of the government, yet Tuolumne and Monterey County have both practice this unconstitutional conduct respecting the complainants.

110.02.00253 PROOF OF CLAIM- That Accompanying this petition is proof (by Reference) that the counties in California through the Secretary of State's office has refused to file documents carrying the official seal of government in violation of their own policies, we hereby enter declaratory judgment with the consent of all involved parties and we introduce within the body of this framework of this petition a writ of Common-Law mandamus, to rectify the matter, and thus order the County recorder's for and of the states and the United States to cease and desist immediately with the practice of not filing and/or recording instruments that carry with them the full faith and credit of the state and/or of the United States, as supported by the full faith and credit clause of the United States Constitution! That they are to provide the same access for the people, the citizens of the state, the citizens of the United States of America as they provide for the corporations, and that henceforth all of the citizens of a state whether this state where the presentment is being recorded or otherwise shall be exempt from filing fees, with a prohibition against amendment of this writ, creating an estoppel respecting amending any portion of this self-executing binding contract coupled with interests.

110.02.00254 PROOF OF CLAIM- That respecting a Trial by JURY DEMAND: The right to a trial by Jury is forever preserved under the seventh article of the United States of America Constitution, which is prescribed for suits at Common-Law. If the right to a trial by Jury is preserved by suits at Common-Law than the right to a common Law trial is preserved by operation of the same preservation of rights, as is

declared and is accepted henceforth, as an adequate means of remedy for the claimants, without exception.

110.02.00255 PROOF OF CLAIM- That If we review the seventh article of the United States of America Constitution, we see that there is no provision within that article for suspending and/or removing any portions thereof, it is a secured right as defined by the United States of America Constitution.

110.02.00256 PROOF OF CLAIM- That This is one of the rights said to be reserved and retained by the People i.e. the common community and members thereof.

110.02.00257 PROOF OF CLAIM- That the right to a Jury trial under the seventh article of the Constitution is a right to a Common-Law Jury and not a Jury impaneled under statutory provisions.

110.02.00258 PROOF OF CLAIM- That statute and Common-Law can be intertwined?

110.02.00259 PROOF OF CLAIM- That the Jury has the right to make a determination based on the facts of a matter that is presented before them, and the People have a right to have a Common-Law Jury make a determination on these Common-Law issues?

110.02.00260 PROOF OF CLAIM- That Rights secured by the Constitution of the United States of America, do not grant and/or deliver a right, only secure those rights which were present in the first instance!

110.02.00261 PROOF OF CLAIM- That As has been mentioned the Constitution for the United States of America was founded on the "Northwest Ordinance", an act that could not be nullified as the courts are required to go by the intentions of the Congress, and not opinions of the day?

110.02.00262 PROOF OF CLAIM- That It is clear that the Constitution followed the "Northwest Ordinance" mandate that it be uniform with the aforementioned Ordinance?

110.02.00263 PROOF OF CLAIM- That there is no provision in the Constitution for its suspension, despite the fact that there is an inference

that habeas corpus could somehow be suspended, there is no provision for suspending the freedom of speech, the freedom of religion, the freedom of press, the freedom to peacefully assemble, and or the freedom to petition the government for redress of grievance. Why?

110.02.00264 PROOF OF CLAIM- That Because Congress was explicitly prohibited from making a law doing so, "Congress shall make no law abridging the rights of the People". Congress could not at a later date make a law, as the first amendment was a law that could not be nullified, it was a self-executing and perpetual law, and when Congress took its oath of office, and acknowledge this limitation and accepted prior to being seated!

110.02.00265 PROOF OF CLAIM- That the People's rights are retained and reserved, the un-Constitutional suspension or not, did not take away the rights of the People, as no one can convert a right to a privilege. Congress had no authority to take away a right, the Constitution did not grant a right, it only secured those rights which were fundamental to all man.

110.02.00266 PROOF OF CLAIM- That the Constitution secures and all people the right to be secure in their properties, by permitting and or allowing financial institutions to seize property, when the government "rif— purportedly seized property making all property in the United States wholly owned by the government, this was an unconstitutional act for which no delegation of authority could ever have been derived, this was a governmental seizure of private property a violation of the right to property clause, ergo unconstitutional.

110.02.00267 PROOF OF CLAIM- That the seizing of individuals and or their property without their knowing, deliberate, willing, and intentional consent amounts to servitude a violation of the 13th amendment secured right against such slavery, and that the **Defendants/Respondents** have practiced slavery for which we the claimant's have not consented and do not wish to participate!

110.02.00268 PROOF OF CLAIM- That the requiring of a party to submit to the jurisdiction of any venue is a violation of the 13th amendment prohibition against such a demand. We object forcefully, and it is agreed by all parties that such is the case and that our objection stands.

110.02.00269 PROOF OF CLAIM- That the Constitution was not put in place to establish a right, it was only put in place to secure those rights that were pre-existing, which is why the Northwest Ordinance can never be repealed because it only highlighted those rights that were pre-existing.

110.02.00270 PROOF OF CLAIM- That REQUEST FOR REMEDY AND RELIEF damage amount: \$818,457,957.21x et al, and each of the respondents agreed to the compensation and the payment of the aforementioned amount to each of the claimants, separately and severally. And the payment of \$818,457,957.21 United States dollars HUNDRED EIGHTEEN MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED SEVEN AND VENTY ONE CENTS USD), paid separately and individually from each of the respondents/defendants, to each of the complaint tents, separately and individually, shall be paid immediately upon demand, or upon default whichever occurs first!

110.02.00271 PROOF OF CLAIM- That the government through its agents has captured/Seized the ability and right of the People to discharge their debts. Have failed to provide a remedy for providing for the ¹¹-- necessities of life. Have issued script that has no value, despite there being a remedy to provide lawful money.

110.02.00272 PROOF OF CLAIM- That the financial institutions have a process known as bookkeeping entry credit creation: 'Created upon their books, that this was standard banking practice exercised by their bank in combination with the Federal Reserve Bank another private Bank, further that there is and was no United States Law that gave the Plaintiff the authority to do this.' And by this practice have deceived the American people and perpetrated this fraud against the American people to their own detriment.

110.02.00273 PROOF OF CLAIM- That as first adopted in 1976, the National Emergencies Act excluded from its purview Section 5(b) of the Trading with the Enemy Act. As noted above, the law under which President Roosevelt issued the declaration of national emergency with respect to the National bankruptcy was never cancelled. With the Cold War sections under that act had also been used by the executive branch as the legal basis for imposing economic sanctions on the communist nations of North Korea, Cuba, China, and North Vietnam; and the

National Emergencies Act had been terminated, there would have been no other legal basis for continuing the sanctions against those countries, accept to enact a set of new specific laws, Congress chose not to consider. As a consequence, the State Department asked that Section 5(b) be excluded from the National Emergencies Act **until other legislation providing a basis for the continuation of economic sanctions against those countries could be enacted.** Is this not the case?

110.02.00274 **PROOF OF CLAIM** – That **Whenever in the judgment of the Secretary of the Treasury such action is necessary to protect the currency system to the United States, the Secretary of the Treasury in this discretion, may regulate any or all individuals.** Whoever shall not comply with the provisions of this act shall be fined not more than \$10, 000 or if a natural person, may in addition to such fine may be imprisoned for a year, not exceeding ten years.” [Stat 48, Section 1, Title 1, Subsection N, March 9 1933]; that is under discretion and the direct supervision of the United States treasury that the banking institutions are utilizing “bookkeeping entry credit”, and because the law defines a “banking institution” as one who engages in the business of banking i.e. baking business, during this current national banking emergency defined in law as bankruptcy, such “bookkeeping entry credit utilization” is construed as currency of the United States, and may be utilized for the payment and/or repayment of a loan instituted and or issued the same species, it this not so?

VI. CAVEAT

110.02.00275 Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent(s) official response to this self-executing binding contractual agreement in the form of a Conditional Acceptance for Value and counter-offer/claim for Proof of Claim; by Respondent(s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

110.02.00276 Therefore, as the Undersigned is not a signatory; NOR noticed NOR cognizant, of any agreement/contract between the UNITED States, and the Undersigned and specifically ay obtained through FULL DISCLOSURE and therein, which would act/operate to create and establish a “relationship” (nexus) and thereby; and therein,

bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law as contained and alleged promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal/unit's decisions, orders, judgments, and the like, and specifically as within the above referenced alleged Commercial/Civil/Cause; and which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to dismiss. The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned's confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, "What is the Undersigned's remedy?" The undersigned presumes, assumes, accepts this administrative agreement, with its common law provisions, held as binding self-executing and a contractual agreement as said remedy!

110.02.00277 **THEREFORE**, as Respondent(s) have superior knowledge of the law, access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged **CIVIL/COMMERCIAL/Cause** and thereby; and therein, clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter ali, all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.

110.02.00278 The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter

offer/claim for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed "good faith" on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days then fail or otherwise refuse to provide the requested and necessary Proof of Claims, said act(s) on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent's (s') part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

110.02.00279 Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged Commercial /Civil/Cause at common law, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as

prima facie and ultimate (un-refutable) between the parties to this binding self-executing contractual agreement presented as a Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this binding self-executing contractual agreement Conditional Acceptance for Value and counter-offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

110.02.00280 **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant and principles and doctrine of “clean hands” and “good faith” that by Respondent(s) failure and/or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and therein, expressing consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through “tacit acquiescence” Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this binding self-executing contractual agreement Conditional Acceptance for Value and counter offer/claim for Proof of Claim, and the Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to perform and to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom;

110.02.00281 In accordance with and pursuant to this agreement; a contractually (consensual) self-executing binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s)

represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s) including binding arbitration (the exclusive remedy for settling controversy respecting this self-executing binding contractual agreement between the parties) and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the Federal Arbitration Act or as agreed to herein, wherein this Conditional Acceptance for the Value/Agreement/Contract no. 7001-771AWDFGHJKC-K23459671 - 445678904©, or through a forum of the complainant's choosing, shall constitute an agreement of all interested parties in the event of default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be _____, who is licensed and duly authorized, and in the event of non-acceptance of appointment as arbitrator and/or any physical or mental incapacity to act as arbitrator, the Undersigned shall have the authority to select any or neutral(s)/arbitrator(s) that qualify pursuant to State and/or Federal laws, and any controversy or claim arising out of our relating in any way to this Agreement or with regarding to its formation, interpretation or breach, any issues of substantive or procedural arbitrability shall be settled by arbitration and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto without respect to venue, jurisdiction, law, and forum the Undersigned deem appropriate.

110.02.00282

Further, Respondent(s) agrees the Undersigned can secure damages via Tort Claim and or financial lien on assets, properties held by them or on their behalf of ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil Cause; fraud conspiracy (two or more involved); trespass of title, proper and the like; and ALL other

known and unknown trespasses and moral wrings committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of Eight HUNDRED (800) Million dollars (USD – or other lawful money or currency generally accepted with or by the financial markets in America, and notice to Respondent(s) by invoice by waives service. Per Respondent(s) failure and or refusal to provide the requested and necessary Proof of Claim and thereby; and therein consenting and agreeing to ALL the facts, established, and agreed upon between the parties hereto , this Conditional Acceptance for value and counter offer/claim for Proof of Claim because the security agreement under commercial law – the Uniform Commercial Code, Article 3, 8 and 9.

110.02.00283 Should Respondent(s) allow the ten (10) Calendar days total if request was made by signed written application for the additional ten (10) calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will clause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent(s) fault. Respondent will be found in default and there; and therein, Respondent will have established Respondent(s') consent and agreement to the facts contained within this Conditional Acceptance and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment o alleged "court of record" within the above-referenced alleged **Commercial/Civil/Cause** is VOID AB INITIO for want of subject-matter jurisdiction f said venue; insufficient document (Information) and affidavit in support thereof for want to establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above-referenced alleged **Commercial/Civil/Cause** and thereby; and therein,

release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all capital letter 'named' defendant within the above referenced alleged **Commercial/Civil/Cause** within the alleged commercially "bonded" warehousing agency d.b.a. for the commercial corporate Government construct d.b.a the United States.

110.02.00284 The defaulting party will be estopped from maintaining or enforcing the original offer/presentment i.e., the above referenced alleged Commercial/Civil/Cause as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any more or manner whatsoever, at any time, within any proceeding action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate retroactively, as present, post-actively, forever under circumstances, guise, and or presumption!

110.02.00285 Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all capital letter "named" DEBTOR/ESTATE/TRUST as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged **Commercial/Civil/Cause**, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below through a Common-Law Copyright, filed for record within the Office of the Secretary of State and, having "perfected and interest" in same through incorporation within Financing records (and all amendments and transcending filing thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced

alleged *Commercial/Civil/Cause* for the SOLE purpose to correct said record and comply with Respondent(s) agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus and ALL property currently under the Undersigned's Common-law Copyrighted trade name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

110.02.00286 **NOTICE:** That the arbitrators "must not necessary judge according to the strict law but as a general rule out Chiefly to consider the principles of practical business" *Norske Atlas Insurance Co. v. London General Insurance Co.* (1927) 28 Lloyds List Rep 104

- "internationally accepted principles of law governing contractual relations" *Deutsche Schachtbau v. R'As al-KKhaimah National Oil Co.* (1990) 1 AC 295
- If the contract (valid or otherwise) contains an arbitration clause then the proper forum to determine whether the contract is void or not, is the arbitration tribunal, [For example, see *Heyman v. Darwins Ltd.* [1942] AC 356

110.02.00287 As the Undersigned has not desire NO wish to tie the hands of Respondent(s) in performing Respondent's agreed upon duty/obligation as set, established, and agreed upon within this Binding self-executing contractual agreement and Conditional Acceptance or Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon with the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent(s) duties/obligations set, established, and agreed upon between the parties to this agreement.

110.02.00288 If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to

address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration (the exclusive remedy for controversy respecting this contract) shall be instituted.

110.02.00289 Y Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

IX. NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

110.02.00290 **NOTICE:** In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter. That the use of a term and/or phrase does not confer jurisdiction respecting quasi-government agencies and or similar entity, that "you" shall apply to the respondents in all their respective capacities, that this communication is to be construed contextually, because voice recognition technology was utilized to compile this affidavit style self-executing binding contractual agreement coupled with interests, and shall not be considered otherwise. There is no provision, no course of remedy for judicial review of the terms and obligations associated with this self-executing binding contractual agreement coupled with interests, and none shall ever be adopted, applied under any circumstances.

110.02.00291 It is also to be noted that, contextually if an issue or a matter presented herein is presented as a a question or presented as if it is a question, it need not have a '?' mark, and no punctuation and or lack of punctuation shall be deemed as changing the meaning and or that context as presented, this shall include repeated words or added words or phrases that are the result of speech recognition' error!

110.02.00292 This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING! If one section and or point is deemed to be invalid, and admissible, inappropriate, inapplicable, it shall not and will not invalidate any other section of this binding self-executing contract coupled with interests!

110.02.00293 **NOTICE:** All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever's, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

110.02.00294 **NOTICE:** Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive. Any general response, and/or partial responses, and/or non-substantive specific response and/or answer and or attempt to evade and or attempt to delay respecting any averment or PROOF OF CLAIM whether individually or collectively (and every proof of claim contained herein must be responded to with an individual specific detailed response supported by facts and conclusions of common law), shall be deemed as a failure to respond i.e. a nonresponse, and a breach of this binding contractual agreement conclusively equating to willful and intentional default and acquiescence to the terms contained herein by the defaulting party!

32. It is further believed, that the Respondents Complaint does not appear to suggest that SAA r the Petitioners have acted contrary to FAA, ¶21 of Complaint documents intent of contract and unambiguity of the Agreement, was in line with the Hornbook of Contract Law.

33. The officers of the Court have conspired with other Respondents to interfere with, it is believe, the Right of the Petitioners to Contract, in violation of the 5th Amendment.

IV. MOTION TO DISMISS OPPOSITION COMPLAINT

34. The Respondents documented that the venue and jurisdiction was 9 USC, the contract permits and allows “non-defaulting party”, and “Arbitrator” – (Parties to the Agreement §9) to bring forth tort claim, our counter-claim does accomplish this Act.

35. The fact that claim is brought by Respondents due to contractual agreement, amounts to “Act”, “Action”, under terms of Agreement equating to assent, as the contracts are coupled with an interest, the Petitioners’ claim must be allowed to proceed under the 7th Amend, “Trial by Jury at Common Law” clause.

36. The Respondents claims must be dismissed as a matter of Law, due process and right, it is presumed.

V. MOTION TO COMPEL/CONFIRM

37. The Respondents had an opposition to appear at the Arbitration hearing through documentary evidence, and they have admitted to opting out of their right to a hearing.

38. That being the case, and since the Motion to Confirm has been transferred from this venue, we must insist that the Court confirm, as there is now proved no Opposition to the Motion.

VI. CONCLUSION

39. This System of Emergency Rule is unconstitutional and violates the intent of the instrument, as the people would not have agreed to this form of governance except thru implied consent, if it is thus implied, that would mean that the Respondents are bound though implied consent.

Further, if “compelled Performance Contracts” are indeed valid, and the “Law on Contracts”, (Restatement (Second/Third) of Contracts) says that they are, then the Court is not at liberty to disregard one saved the other, as that would violate the due necessity of the process.

40. This Court and the Respondents work, cooperate and conspire to Defraud as shall be provided by their attempt to ignore this Presentment, thinking that one can be “denied the right to Petition government, in this instance the “Jury”, who become a quasi-judicial branch as they are empaneled to Judge, exercising a

Judicial Act, and thus are said to be protected via the “Judicial Immunity” or “Qualified Immunity” clauses secured by the Constitution.

41. We must remember, “The Constitution of these United States is the Supreme law of the land. Any law that is repugnant of the Constitution is null and void of law”. This appears to suggest this “legal terminology”, “word soup” practice does convert rights into liberties, and rights and liberties into privileges, attempting to license it, and it has been held “if the state converts a right (liberty) into a privileged, than the people can engage in that right with impunity’ “*Marbury*, 5 US 137; *Murdock*, 319 US 105, *Shutlesworth*, 373 US 262.

42. So we as party counter-plaintiffs elect to rely on Supreme Court precedent’s, and we cannot be impeded, blocked or gate kept from so doing – 412 US 346

“Waiver of Constitutional Rights, not only need to be voluntary, they must be knowingly intelligent Acts done with sufficient awareness.”

Further

“If men, through fear, fraud, or mistake, should inn terms renounce or give up any natural (inalienable) right, the eternal law of reason and the gravel end of society would absolutely vacate such renunciation. The right to freedom being a Gift of the Almighty Good, Jehovah, it is not in the Power of man to alienate this give and voluntarily become a slave.” (So-called) founding father Samuel Adam’s 1772, highlighting the intent of these men in forming the “Northwest Ordinance” and “the American Constitution.

43. As it is held and still remains, so we believe, “when a Judge acts where he or she does not have jurisdiction to act, he judge is engaged in an act or acts of treason.” *Cohen*, 19 US (6 Wheat) 264, 404 5 L.Ed 257 (1821).

44. As to suspension of the Constitution being an illegal and unconstitutional Act, we note that it has been held “the Constitution is a written Instrument, as such it means does not alter. That which it meant when it was adopt, it means now.” *See: South Carolina*, 199 US s437, 448 (1905). So where in the Instrument did the People Agree to “the Suspension of the Constitution” or a “Bank Holiday” of more than 83 years? The facts show that they did not and have not!

45. Where is the Proof that Kahapea or Johnson agreed to receipt of valueless loans? Alternatively, where is it that Sitcomm or any of it sub-contracted arbitrators forced any party to ignore notifications.

46. The Postal Service is Private entity, yet they violated 18 USC 1701 conspiring “to interfere with the passage of the US mails.”

On or about April 2020 they did conspire to hold mails marked for delivery to several parties, as noted from Mississippi. Although the address on envelope were none of them Mississippi, they held on to over twenty (20) envelopes. No one was the wiser; USPS could have simply disregarded these envelopes, and then claimed that “SAA” never delivered to be mailed.

Instead USPS had one of its Agents, in an USPS vehicle, drive to Laurel, MS and drop-off or deliver to an address not listed on any envelope, no note, no contact, no policy authorizing.

Despite reporting to regulatory commission and OIG (USPS), no investigation has ever been completed. SAA has been accused of not mailing notices to parties, and it is believed that the Respondents having conspired together to discredit and tarnish the relationship of SAA and violate the law in turn.

It is further believed that Respondents will attempt to not respond to Subpoena, and or destroy evidence, and thus we documents and preserve these facts in memorial.

The Respondents stand by definitely endangered by the people presenting them and their agents with contracts, unilateral compelled performance agreements.

“New Hampshire General Court”, there Congress in full session has documented how “the government” creates these “corporate offers to contract”, and this amounts to Fraud by Deception. Here we have these very same government agencies accusing others of fraud, and invalid contracts. We have a right to counter-sue and bring forth our claims. We do bring forth on the public record.

We request relief, and judgment,

- a. If the party was notified of Arbitration hearing and chose not to appear, they have no defense.
- b. If a party had knowledge of contract and failed to timely opt-out of the Agreement, they have not defense.
- c. That the contract of PennyMac, if they included this practice of loaning “digital current”, whereby the Government officially says it has “no value”, is not “backed by anything” and “is not redeemable”, as documented to be the case since 1933 then they

and their conspirators are guilty of defrauding the alleged borrowers, the Arbitrators and the American Government.

We are due repayment as stipulated in this Affidavit and thus we as a group do stand on our square to say we shall not permit any party to change these facts that are founded on the principles of *Kis v. US* (2002).

The aforementioned is wholly accurate and presented on this the 30th day of September, as witnessed by and before GOD, as attested, so help us GOD.

/s/ Brett "Eeon" Jones

/s/ Mark Moffett

/s/ Kirk Gibbs

/s/ Rance Magee

I certify that the aforementioned was sent to the following recipients via United States Postal Service.

United States District Court
201 Main Street
Hattiesburg, Mississippi 39401

Upshaw, Williams, Biggers, & Beckham, LLP
309 Fulton Street
Post Officer Drawer 8230
Greenwood, Mississippi 38935-8230

Blank Rome, LLP
2029 Century Park East, 6th Floor
Los Angeles, California 90067

/s/ Brett "Eeon" Jones